

SEWER CONNECTION AND CONSENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into by and between the City of Brazil Wastewater Treatment Department through the Board of Public Works and Safety (the City), and _____ (Owner), owner of the premises known as _____, Clay County, Indiana (Property), more particularly described in Attachment A, which is attached hereto and made a part hereof.

WHEREAS, the City owns and operates a sanitary sewer, and Owner owns land and improvements on such land which adjoins or abuts the land through which passes the above sanitary sewer;

WHEREAS, the land owned by Owner is outside the incorporated area of the City of Brazil; and,

NOW THEREFORE, for the mutual covenants and considerations set out herein, the parties agree as follows:

1. That this Agreement shall be in full force and effect from the date of execution set forth below;
2. That the Owner, after connection shall be permitted to discharge into the City's sanitary sewer only such effluent as is permissible under the rules, regulations, and ordinances of the City of Brazil, and the laws of the state of Indiana and federal government, as may be applicable.
3. That Owner shall be liable for the construction and maintenance of any sewer connecting to the City's sanitary sewer which serves land owned by Owner and that Owner shall construct Owner's sewer in accordance with the stipulations prescribed by the City, including but not limited to size of pipe, type of connection, clean out openings, inspection of connection before backfilling, and resurfacing of area used for laying of sewer.
4. That City will receive and treat all effluent discharged by owner into said sewer owned by the City.
5. That this agreement shall run with the real estate, shall be recorded in the office of the county recorder, shall be binding upon Owner, his/her personal representatives, heirs, devisees, grantees, successors, and assigns.
6. That Owner agrees that should the Property (see Attachment A) be annexed into the City, that Owner will not remonstrate or in any way contest such annexation.
7. That the Owner shall pay the City's current, established connection fee, at the rate established for the size of pipe used by the Owner in the City's connection fee ordinance, prior to connecting to the City's sanitary sewer, and shall thereafter pay any established monthly treatment fees.

8. That Owner shall not permit any other person or persons, corporation, partnership or owner to connect to the sewer owned and constructed under the terms of this Agreement or to discharge effluent into such sewer owned by Owner; it is further mutually agreed and understood by the parties that this agreement shall permit the discharge by Owner into the sewer owned by the City of domestic sewerage only, unless approved by City. It is mutually agreed and understood by the parties hereto that this agreement is for the purpose of servicing a one family dwelling, which dwelling shall be inhabited by only one family. It is further understood and agreed that, should this section of this agreement not be kept by Owner, the City may, at its option, cease receiving effluent from said sewer of owner without notice.
9. That, upon the Property being annexed into the City of Brazil, this agreement shall automatically terminate.

Executed this _____ day of _____, _____.

City of Brazil
Board of Public Works and Safety

Owner

Thomas Arthur, Mayor and President of BOW

William Lovett, Member

John Nelson, Member

STATE OF INDIANA)
) SS:
COUNTY OF CLAY)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared _____ who acknowledged the execution of the foregoing Sewer Connection and Consent to Annexation Agreement as his/her voluntary act and deed for the purposes therein expressed.

Sworn before me this _____
day of _____, _____.

Notary Public
Clay County

My commission expires:
